HOSHIZAKI AMERICA, INC.
MANUFACTURER'S LIMITED LABOR AND PARTS WARRANTY
REFRIGERATED DISPLAY CASE PRODUCTS

HOSHIZAKI AMERICA, INC. A Georgia corporation with its principal offices at 618 Hwy. 74 South, Peachtree City, Georgia 30269, ("Hoshizaki") warrants to the original owner/user that any refrigerated display case manufactured by Hoshizaki (the "Products") shall be free of defects in material or workmanship under normal and proper use and maintenance service as specified by Hoshizaki and upon proper installation and start-up in accordance with the instruction manual supplied with the Product. Proper warranty registration must be completed within 30 days of the original installation date to validate the product warranty. In the event that proper registration has not been completed, the warranty shall begin from the factory ship date or the distributor sold date, whichever is available. The owner/user is responsible to provide valid proof of installation if the unit is installed more than 180 days from the current registration start date. Regardless of the actual installation date, the warranty start date shall not exceed twenty-four (24) months from the factory ship date. **The obligation of Hoshizaki under this warranty is limited to (1) the repair or replacement, including labor charges, of parts or assemblies, that in Hoshizaki's opinion, are defective within the first year after original date of installation; (2) the repair or replacement, including labor charges, of a compressor, air-cooled condenser or evaporator that in Hoshizaki's opinion is defective during the first two years after original date of installation; and (3) the repair or replacement, excluding labor charges, of a compressor or air cooled condenser that in Hoshizaki's opinion is defective during the three year period after the two year warranty period applicable to such parts.** The labor warranty shall include standard straight time labor charges only and shall exclude charges for travel time, mileage or other premium charges. Any labor service required to fulfill the warranty obligation must be performed by the local Hoshizaki distributor or a refrigeration service agency qualified and accepted by the Hoshizaki local distributor.

This warranty does not include parts or labor coverage for component failure or other damage resulting from:

* External power failure to the Product for any reason.
* Water supply failure to the Product for any reason.
* Adverse operating conditions as set forth in the owner/user manual for the Product.
* Drain line malfunction as set forth in the owner/user manual for the Product.
* Failure to clean and/or maintain the Product as set forth in the owner/user manual for the Product.

All claims for labor or parts must be made through the local Hoshizaki distributor. The defective part for which labor reimbursement is claimed, together with the service invoice, must be returned to the Hoshizaki distributor within fifteen days from date of service to be eligible for labor and parts warranty coverage. All replacement parts must be approved Hoshizaki parts. Incidents of failure that do not require replacement of a part shall be explained in sufficient detail on the service invoice to identify the failure. All claims shall include the product model number, serial number, original date of installation and customer identification.

The foregoing warranty shall not apply to (1) any part or assembly (a) that has been altered, modified, or changed, (b) that has been subjected to misuse, abuse, neglect or accidents, or (c) on which the serial or model number has been removed or altered, or (2) any Product that has been installed and/or maintained inconsistent with Hoshizaki's technical publications, or (3) any Product that has been installed or is located outside the United States of America, Canada, Mexico, Puerto Rico, or U.S. Virgin Islands.

The five year compressor parts warranty shall not apply when the machine refrigeration system is modified with a condenser, heat reclaimed device, or parts and assemblies other than those manufactured by Hoshizaki unless Hoshizaki approved these modifications for specific installations in writing.

Hoshizaki assumes no liability for misuse or inadequate maintenance of the Product. **In no event shall the user be entitled to recover incidental or consequential damages including but not limited to, damages for inconvenience, rental or replacement equipment, loss of profits, or other commercial loss.**

Warranties stated above are the only warranties made in connection with the sale and distribution of the Products. ANY AND ALL OTHER EXPRESSED, STATUTORY AND IMPLIED WARRANTIES APPLICABLE TO THE PRODUCT, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE ARE EXPRESSLY DISCLAIMED.

The warranty information set forth above shall be governed by and construed in accordance with the laws of the State of Georgia and, if applicable, the laws of the United States of America. The warranty, as stated, is extended only to the original owner/user and is not assignable.

Warranty valid in United States, Canada, Mexico, Puerto Rico and U.S. Virgin Islands. Contact factory for warranty in other countries, territories, or possessions.

HOSHIZAKI AMERICA, INC.
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618 Hwy. 74 South, Peachtree City, Georgia 30269

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